

CONTRACT DOCUMENTS FOR:



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**ITB #21-003**

**CONCH REPUBLIC ROOF REPLACEMENT  
KEY WEST HISTORIC SEAPORT**

APRIL 2021

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**CITY OF KEY WEST**

MAYOR: TERI JOHNSTON

COMMISSIONERS:

JIMMY WEEKLEY

SAMUEL KAUFMAN

BILLY WARDLOW

GREGORY DAVILA

MARY LOU HOOVER

CLAYTON LOPEZ

PREPARED BY:  
Port & Marine Services

CITY OF KEY WEST

CAROLINE STREET AND BAHAMA VILLAGE  
COMMUNITY REDEVELOPMENT AGENCY (CRA)

KEY WEST, FLORIDA

DOCUMENTS

for

**CONCH REPUBLIC ROOF REPLACEMENT  
KEY WEST HISTORIC SEAPORT**

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CONSISTING OF:

BIDDING REQUIREMENTS  
CONTRACT FORMS  
SUPPLEMENTAL INFORMATION

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KEY WEST HISTORIC SEAPORT (KWHS)

APRIL 2021

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**PART 1**

**BIDDING REQUIREMENTS**

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## INVITATION TO BID

Sealed Bids for City of Key West Caroline Street and Bahama Village Community Redevelopment Agency (CRA) “CONCH REPUBLIC ROOF/ WALL REPLACEMENT – KEY WEST HISTORIC SEAPORT,” addressed to the City of Key West, will be received at the office of the City Clerk, 1300 White Street, Key West, Florida until 3:30 p.m., local time, on the 5<sup>th</sup> day of May 2021, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package. Bid package shall be enclosed in a sealed envelope, clearly marked on the outside “ITB #21-003 CONCH REPUBLIC ROOF/ WALL REPLACEMENT – KEY WEST HISTORIC SEAPORT” addressed and delivered to the City Clerk at the address noted above.

The CRA is seeking BIDS from qualified individuals or firms for metal building roof, wall cladding and overhang retrofit or replacement as described in the Scope of Work and engineered drawings.

The full Invitation to Bid may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712 or [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov)

A **Mandatory pre-bid meeting** will be held in the Plaza outside of Conch Republic Seafood Company, 631 Greene St, Key West, Florida on April 28, 2021 at 9:30 a.m.

**EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.**

For information concerning the proposed work please contact Karen Olson, Deputy Director, Port and Marine Services by email at [kolson@cityofkeywest-fl.gov](mailto:kolson@cityofkeywest-fl.gov). Verbal communications, per the City’s “Cone of Silence” ordinance are not allowed.

As stated above at the time of the BID submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The CRA may reject BID for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its bid, (3) if the proposal does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the CRA. (6) if such rejection is in the best interest of the CRA. The CRA may also waive any minor formalities or irregularities in any proposal.

The CRA retains the right to award bid to the bidder that best meet the needs of the City.

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## INSTRUCTIONS TO BIDDERS

### 1. CONTRACT DOCUMENTS

#### A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the Project.

#### B. DOCUMENT INTERPRETATION

Separate sections contained within these Contract Documents are intended to be mutually cooperative and provide all details reasonably required for the execution of proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Deputy Port and Marine Services Director, in writing (at least 6 calendar days prior to Bid opening (**April 30<sup>th</sup>**)) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Bids, or indicate receipt of all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

### 2. SCOPE OF SERVICES

Provide all labor and material necessary to replace approximately 10,800 square foot of roof deck, 1,100 square foot (220lf) of 5.0' overhang and framing, 125 linear foot wall cladding and framing, 180 linear foot of header track framing and cladding and 225 square foot roof insulation. Work also includes the following:

- Shoring/ reshoring of existing structure and walls shall be incidental to the project.
- Removal/ reattachment including but not limited to: outlets, light fixtures, conduits, condensate, condensors & CCTV equipment, ect..
- Removal/ reattachment including but not limited to: supply lines, waste lines, hose bibs, ect..
- Removal/ reattachment including but not limited to: overhead doors, walk doors, windows, gutter and downspouts, ect..
- Removal/ reattachment including but not limited to: equipment, furniture, games, coolers, ect...
- Replacement of fair supply plenum, hood flashing and grease collectors.

*The intent of this Scope of Work is to describe a functionally complete project (or part thereof) to be constructed in accordance with all applicable codes. Any work, materials, or equipment that may reasonably be inferred from this Scope of Work, as being required to produce the intended result shall be supplied whether or not specifically called for.*

3. WORK SCHEDULE & CONDITIONS

Contractor shall have the ability to perform work outside of normal business ours. Noise disruption shall be minimized at entrance of business and seating areas, requiring some work to start and end earlier than normal. Main entrances to business shall be accessible at all times unless prior coordination and approval from City and Tenant.

Contractor to assure workers, including subcontractors, be courteous to Tenant anf their patrons at all times. Including no use of foul language or smoking adjacent to eating areas.

**All work shall be completed in August/ September 2021**

**Existing main roofing and walls to be replaced in sections as coordinated with City and Tenant as Conch Republic Seafood Company is a fully operational restaurant and must remain open for business.**

4. REQUIRED QUALIFICATIONS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the CRA. Proposers must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein.

5. BIDDER'S UNDERSTANDING

Each Proposer must inform himself of the conditions relating to the execution of the work and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Proposer of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each Proposer shall inform himself of, and the Proposer awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, permits, fees, and similar subjects.

6. TYPE OF BID

UNIT PRICE

The Proposal for the work is to be submitted on a unit price basis. All items required to complete the work specified or shown on the Drawings but not included in the Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor, as specified in the Contract Documents.

The Bidder further proposes to accept as full payment for the Work proposed herein, the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts. The Bidder agrees that the unit prices include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Total allowable cost for Mobilization and Demobilization (bid schedule line item 1) shall be 10% maximum of total construction costs (bid schedule line items 4 through 14).

7. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in for all schedules and associated parts, as required, preferably in BLACK INK. All price information shall be clearly shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to BID.

Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one BID for work contemplated; all Bids in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder shall submit with his Bid his experience record showing his experience and expertise in *new or major retrofit metal building construction* and related work. Such experience record shall provide at least five current or recent projects of similar work, not more than 5 years old within the State Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.
6. Engineer.
7. Name of Engineer's contact person and phone number.

The bidder shall submit at least 3 references from the above work experience.



D. ATTACHMENTS

Bidder shall complete and submit the following forms with his bid:

1. Anti-Kickback Affidavit
2. Public Entity Crimes Form
3. City of Key West Indemnification Form
4. Equal Benefits for Domestic Partners Affidavit
5. Cone of Silence
6. Local Vendor Certification
7. Non-Collusion Affidavit
8. Proof of Required Insurance

8. MODIFICATION OR WITHDRAWAL OF BID

Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. No Bid may be withdrawn after the time scheduled for opening of Bids unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

9. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Proposal submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of ninety (90) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

9. AWARD OF CONTRACT

Within 120 calendar days after the opening of Bids the CRA will accept one or more of the Bids. The acceptance of the Bid will be by written notice of award mailed to the office designated in the Bid or delivered to the Bidder's representative.

The CRA reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids.

10. BASIS OF AWARD  
The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner.
  
11. EXECUTION OF CONTRACT  
The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.
  
12. CONTRACT BONDS
  - A. PERFORMANCE AND PAYMENT BONDS  
The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.
  
  - B. POWER-OF-ATTORNEY  
The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.
  
13. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND  
The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

14. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

15. CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

16. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may only be allowed in accordance with the provisions stated in the General Conditions. Time allowed for completion of the work authorized is stated in Bid.

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in the Contract.

The term of this contract will be sixty (60) calendar days.

**All work shall be completed in August/ September 2021**

17. WARRANTY PERIOD

The CONTRACTOR hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, provided under terms of this Contract, and pay for any damage to other works resulting from such defects, which become evident within 2 years after the date of final acceptance of the work. Un-remedied defects identified for correction during the warranty period but remaining after its expiration shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the work to an extended warranty period of 2 years after the defect has been remedied.

The CONTRACTOR further assumes responsibility for a similar guarantee for all work and materials provided by SUBCONTRACTORS or manufacturers of packaged equipment components.

18. SUBMITTALS

ENGINEER will act upon CONTRACTOR's Product Submittal and transmit response to CONTRACTOR not later than 30 days after receipt.

19. PERMITS AND FEES

The Bidder awarded this project shall procure and pay all permits and licenses, charges, and fees, and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work, except where separately agreed.

20. WARRANTY

The CONTRACTOR hereby agrees to make, at his own expense, all repairs or replacements necessitated by defects in materials or workmanship, Provided under terms of this Contract, and pay for any damage to other works resulting from such defects, which become evident within 2 years after the date of final acceptance of the work or within 2 years after the date of substantial completion established by the ENGINEER for specified items of equipment, or within such longer period as may be Prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. Un-remedied defects identified for correction during the warranty period but remaining after its expiration shall be considered as part of the obligations of the warranty. Defects in material, workmanship, or equipment which are remedied as a result of obligations of the warranty shall subject the remedied portion of the work to an extended warranty period of 2 years after the defect has been remedied.

The CONTRACTOR further assumes responsibility for a similar guarantee for all work and materials provided by SUBCONTRACTORS or manufacturers of packaged equipment components. The effective date for the start of the guarantee or warranty period for equipment qualifying as substantially complete is the date of SUBSTANTIAL COMPLETION.

The CONTRACTOR also agrees to hold the OWNER and the ENGINEER harmless from liability of any kind arising from damage due to said defects. The CONTRACTOR shall make all repairs and replacements promptly upon receipt of written order for same from the OWNER. If the CONTRACTOR fails to make the repairs and replacements promptly, or in an emergency where delay would cause serious risk, or loss, or damage, the OWNER may have the defective work corrected or the rejected work removed and replaced, and the CONTRACTOR and his Surety shall be liable for the cost thereof.

\* \* \* \* \*

**BID FORM**

To: City of Key West, Florida  
Address: 1300 White Street, Key West, Florida 33040  
Project Title: **CONCH REPUBLIC ROOF/ WALLS REPLACEMENT  
KEY WEST HISTORIC SEAPORT**  
Project No.: ITB #21-003

Bidder's person to contact for additional information on this Bid:

Company Name: **D.L. Porter Constructors, Inc.**

Contact Name & Telephone #: **Gary A. Loer , President (941) 929-9400**

Email Address: **garyloer@dlporter.com**

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents, that he has personally inspected the Project, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that the Owner may "non-perform" the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

**CERTIFICATES OF INSURANCE**

CONTRACTOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for workers' compensation, public liability, and property damage liability insurance, and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the

Contract, the CONTRACTOR shall provide the minimum limits of liability insurance coverage as follows:

Type of Insurance	Limits	Comments
General Liability	\$2,000,000	
Business Automobile Liability	\$1,000,000	
Workers' Compensation	Statutory	
Employers Liability	\$1,000,000/\$1,000,000/\$1,000,000	

CONTRACTOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as an additional insured on a PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations, is acceptable) including a waiver of subrogation clause in favor of City of Key West on all policies. CONTRACTOR will maintain the General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the additional insured endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the CONTRACTOR shall maintain complete workers' compensation coverage for each and every employee, principal, officer, representative, or agent of the CONTRACTOR who is performing any labor, services, or material under the Contract. Further, CONTRACTOR shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

CONTRACTOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

CONTRACTOR's insurance policies shall be endorsed to give 30 days written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

CONTRACTOR will comply with any and all safety regulations required by any agency or regulatory body including but not limited to OSHA. CONTRACTOR will notify City of Key West immediately by telephone at (305) 809-3811 any accident or injury to anyone that occurs on the jobsite and is related to any of the work being performed by the CONTRACTOR.

SURETY AND INSURER QUALIFICATIONS

All bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company, having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within sixty (60) calendar days, including construction of the foundation and assembly of the structure.

**All work must be completed in August/ September 2021**

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$1,000.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

UNIT PRICE WORK ITEMS

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following unit price amounts.

The Bidder agrees that the unit price represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

\* \* \* \* \*



**PORT & MARINE SERVICES**  
201 William Street  
Key West, FL  
33040

**ADDENDUM NO. 1**

**CONCH REPUBLIC SEAFOOD ROOF & WALL CLADDING  
REPLACEMENT  
KEY WEST HISTORIC SEAPORT  
ITB #21-003**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

**GENERAL NOTES:**

1. Mandatory Pre-Bid sign-in sheet attached.
2. Laydown Area located in the gravel parking lot located at 631 Greene Street.
3. Existing gutters and downspouts shall be maintained or re-installed with appropriate flashing. Cost is incidental to project.
4. CCTV surveillance cameras to remain operational if possible. Contractor to protect the equipment and all associated wiring and shall be reinstalled in exact locations. Coordinate closely with owner. Cost is incidental to project.
5. All existing light fixtures and signs on sides where wall cladding is being replaced shall be removed and re-installed in the same location. All exposed wiring shall be installed in sch 40 galvanized steel pipe and reconnected to the existing circuits. Cost is incidental to project.
6. Replace approximately 500 LF of existing bird spikes with stainless-steel "Premium Nixalite Model S" shall be installed on 3 heavy pedestrian sides of the building (roof and overhang levels) – after replacement of cladding in that area. Cost is incidental to project.
7. Owner's project budget is \$250,000

**CLARIFICATION:**

1. We need clarification on the roofing assembly proposed by the architect. The roofing system is to be an exposed fastener metal roof consisting of 18 gauge "1.5 metal deck" attached to the purlins with stainless steel TEK screws w/neoprene washers. The drawings and specifications do not call out any insulation or membrane covering. Is this correct?

**Existing insulation under metal building deck to be maintained (to remain). Two areas identified on the sheet S-101 with damaged insulation – shall be reinstalled – WMP-50 (White Polypropylene Faced Fiberglass Insulation). Any damages to the existing**



**insulation in the remainder of the building shall be replaced by the contractor at no additional cost to the Owner.**

2. In addition, the NOA provided is not consistent with the proposed roofing assembly. The provided NOA references a 22 or 26 gauge purlin bearing R-Panel, not a 1.5 C-Panel. Please provide direction.

**Miami-Dade NOA is provided for detailing of all roof panels and trim details. However, the gauge and type of the panel shall be as specified on the plans. The contractor shall contact roof metal panel manufacturer "Vulcraft" or equivalent for availability of all specific cladding elements and pricing. All cladding trim elements shall be specific to the used 1.5C Gage18 roof deck and match the profile, G90 galvanization etc.**

All other elements of the Contract and Bid documents shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 1** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

  
\_\_\_\_\_  
Signature

**D.L. Porter Constructors, Inc.**  
\_\_\_\_\_  
Name of Business

CONCH REPUBLIC ROOF REPLACEMENT  
KEY WEST HISTORIC SEAPORT

ITB #21-003

Mandatory Pre-Bid Meeting SIGN-IN Sheet

April 28, 2021  
9:30 AM

ROOFING BY RUFF TOMKINS SPRINGER 410-207-2614 ruff stringer@ruffroofers.com

NAME / COMPANY	CONTACT #	EMAIL
Karen Olson / CITY	305-809-3803	kolson@cityofkeywest-fl.gov
<del>Doug Brechtman / RUFF</del>	<del>305-809-3892</del>	<del>DBRECHTMAN@RUFFROOFERS.COM</del>
SERGE MASHITAKOV P.E. / ARTIBUS DESIGN	(305) 304-3512	SERGE@ARTIBUSDESIGN.COM
George Sheinmeyer GC	305-797-5945	george6562@yahoo.com
Charles Leatherman Sea Tech Inc.	305-748-7191	CharlesL@Seatech.cc
ALD SCHAEFER / SEAST MARINO CONST	724-549-1892	ALDSCHAEFER@SEASTMARINOCONSTRUCTION.COM
Robert Richard D.L. Parter Constructors	941-929-9400	gary@dlparter.com / robert@dlparter.com
LES MOUTON ONE SOURCE REST	813-462-9040	LES@ONESOURCEREST.COM
TOMKINS		
JAMES TOMKINS - Tomkins Electric LLC / GC - MARINO construction		
	305-500-8451	Info@TomkinsElectric.com
Pedro Falcon Contractor	Christian Brison 805-872-2200	
TECTA AMERICA	754-366-9684 Tory Reyes	SORAKE@TECTAAMERICA.COM
Easy The Carpenter	305-892-0761	EasyTheCarpenter@easythecarpenter.com

## BID SCHEDULE

### CONCH REPUBLIC ROOF / WALL REPLACEMENT KEY WEST HISTORIC SEAPORT

#### UNIT PRICE BID

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment,

1. Mobilization and Demobilization

a. Mobilization		1 each		\$		45,434.00
b. Demobilization		1 each		\$		17,877.00
	1	LS	(10% of Construction Cost Max.)			\$ 63,311.00

2. Payment and Performance Bonds

	1	LS				\$ 10,790.00
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3. Permit Fees (to be paid at cost)

	1	LS				\$ 15,000.00
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4. Demolition (includes all labor, equipment and disposal for a complete product)

	1	LS				\$ 1,268.00
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5. Vulcraft Deck Panel Roofing (includes all labor, equipment and disposal for a complete product)

	10,800	SF	UNIT PRICE	\$ -	TOTAL	\$ 200,567.00
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6. WMP-50 Roof Insulation (includes all labor, equipment and disposal for a complete product)

	255	SF	UNIT PRICE	\$ -	TOTAL	\$ 2,263.00
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7. Overhang Reconstruction (includes all labor, equipment and disposal for a complete product)

	1,100	SF	UNIT PRICE	\$ -	TOTAL	\$ 67,916.00
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8. Wall Cladding/ Framing Replacement (includes all labor, equipment and disposal for a complete product)

	125	LF	UNIT PRICE	\$ -	TOTAL	\$ 21,711.00
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9. Header Track Framing/ Cladding Replacement (includes all labor, equipment and disposal for a complete product)

	180	LF	UNIT PRICE	\$ -	TOTAL	\$ 17,321.00
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10. Framed Work Zone Partition (includes all labor, equipment and disposal for a complete product)

	1	LS				\$ 76,743.00
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11. Miscellaneous Electrical/ Mechanical Work (includes all labor, equipment and disposal for a complete product)

	1	LS				\$ 34,820.00
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12. Miscellaneous Plumbing Work (includes all labor, equipment and disposal for a complete product)

	1	LS				\$ 2,536.00
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13. Miscellaneous Appertances (includes all labor, equipment and disposal for a complete product)

	1	LS				\$ 157,160.00
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14. Allowance (only to be used with Owner's written direction)

1

LS

\$ 40,000.00

**TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:**

Total of lump sum items 1 - 15

\$        \$ 711,406.00

Seven Hundred and Eleven Thousand four hundred and six dollars

(amount written in words)

**NOTE: THE TOTAL BID WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD**

CONTRACTOR'S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

List items to be performed by Contractor's own forces and the estimated total cost of these items.  
(Use additional sheets if necessary.)

General Conditions	\$52,000
Framed Zone partitions	\$65,000

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Roofing  
\_\_\_\_\_  
Portion of Work  
Ruff Roofing  
\_\_\_\_\_  
Name  
1010 Kennedy Drive, Key West, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

Electric  
\_\_\_\_\_  
Portion of Work  
Nearshore Electric  
\_\_\_\_\_  
Name  
\_\_\_\_\_, Key West, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Portion of Work  
\_\_\_\_\_  
Name  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

\_\_\_\_\_  
Portion of Work  
\_\_\_\_\_  
Name  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Street City State Zip

SURETY

Liberty Mutual Insurance Company whose address is  
175 Berkeley Street, Boston, MA, 02116  
Street City State Zip  
(913) 397-3695 Alliant Insurance Services, David Carr (Agent)  
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is \_\_\_\_\_  
D.L. Porter Constructors, Inc. doing business  
at  
6574 Palmer Park Circle, Sarasota, FL, 34238  
Street City State Zip  
garyloer@dlporter.com  
email address

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Name	Title
<u>Gary A. Loer</u>	<u>President</u>
<u>Coleen Castagna</u>	<u>Secretary</u>
_____	_____
_____	_____

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 5th day of May 2021.

(SEAL)



D.L. Porter Constructors, Inc.  
Name of Corporation

By   
Gary A. Loer

Title President

Attest   
Secretary Coleen Castagna



EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last five (5) years.

(List similar projects, with types, names of owners, construction costs, Engineers, and references with phone numbers. Use additional sheets if necessary.)

**See Attached**

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### Relevant Experience

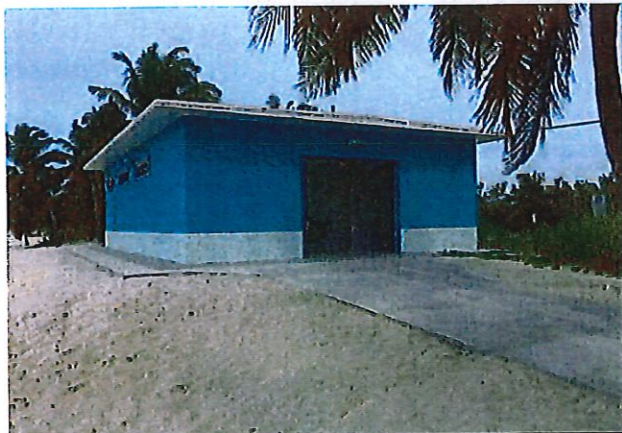
D.L. Porter Constructors, Inc. has been an active General Contractor providing construction management services to the City of Key West since the early 1990's. During that time, we have executed multiple new builds, additions, and renovations of more than \$500 million within the city of Key West alone. **Above are two photos taken of the state-of-the-art car wash facility completed in Marathon Fl, which of course was a new build, completed out of CMU block. It has 4 wash bays, a new reclaim water system, overhead high-pressure wands and soap equipment. The surroundings received new pavement and minimal landscaping. In addition, below are photos of one of the new Smather's beach restroom facilities and also the new City of Key West Truman Waterfront Amphitheater both completed by DL Porter within the past 5 years.**

#### Completed Projects:

Florida Keys Marathon - Airport Rental Car Wash Facility 01/2020 - 06/2020	\$1,204,965.88
Smather's Beach Restroom Fit-Up 03/2017 – 01/2018	\$1,271,057.90
Key West Truman Waterfront Amphitheatre 03/2017 – 04/2018	\$3,547,199.26

#### Contacts:

- Joe Petzack – Site Inspector, McFarland Johnson AIA (305) 705-4871
- Beth Leto – Deputy Direct, Airport Finance Administration (305) 809-5239
- Terrence Justice – City of Key West Chief Building Department Official (305) 809-3943



**FLORIDA BID BOND**

BOND NO. N/A Bid Bond

AMOUNT: \$ 5% of Amount Bid

KNOW ALL MEN BY THESE PRESENTS, that D.L. Porter Constructors, Inc.

6574 Palmer Park Circle, Sarasota, FL 34238

hereinafter called the PRINCIPAL, and Liberty Mutual Insurance Company

a corporation duly organized under the laws of the State of Massachusetts

having its principal place of business at 175 Berkeley Street, Boston, MA 02116

Phone Number (617) 357-9500 X41177 in the State of Massachusetts,

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto

City of Key West

hereinafter CITY OF KEY WEST called the OBLIGEE, in the sum of Five (5) percent of  
Amount Bid DOLLARS (\$ 5% of Amount Bid) for

the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for **ITB #21-003 Conch Republic Roof/ Wall Replacement – Key West Historic Seaport**, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY),

equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

**ITB #21-003**

**CONCH REPUBLIC ROOF/ WALL REPLACEMENT  
KEY WEST HSITORIC SEAPORT**

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 30th day of April, 2021

D.L. Porter Constructors, Inc.

By   
PRINCIPAL

Liberty Mutual Insurance Company  
SURETY

By   
Attorney-in-Fact & FL Licensed Resident Agent  
Margaret A. Ginem    Inquiries: 813 210-4412



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201460-986973

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anett Cardinale; David H. Carr; Margaret A. Ginem

all of the city of Tampa state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of June, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 25th day of June, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of April, 2021.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

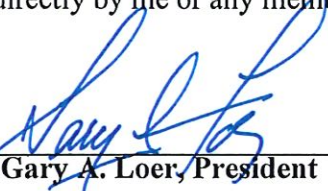
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA )

: SS

COUNTY OF SARASOTA)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:   
Gary A. Loer, President

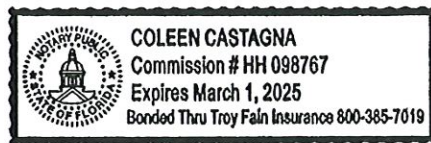
D.L. Porter Constructors, Inc.

Sworn and subscribed before me this 5th day of May 2021.

NOTARY PUBLIC, State of Florida at Large

  
Coleen Castagna

My Commission Expires: **March 1, 2025**



\* \* \* \* \*

**SWORN STATEMENT UNDER SECTION 287.133(3)(A)  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

*THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.*

1. This sworn statement is submitted with Bid or Proposal for \_\_\_\_\_  
**ITB #21-003 Conch Republic Roof/Wall Replacement Key West Historic Seaport**

2. This sworn statement is submitted by **D.L. Porter Constructors, Inc.** \_\_\_\_\_  
(name of entity submitting sworn statement)

whose business address is **6574 Palmer Park Circle, Sarasota, FL 34238** \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is **65-0848440** \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual  
signing this sworn statement \_\_\_\_\_)

3. My name is **Gary A. Loer** \_\_\_\_\_  
(please print name of individual signing)

and my relationship to the entity named above is **President** \_\_\_\_\_

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

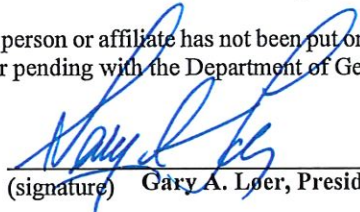
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

\_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

  
 \_\_\_\_\_  
 (signature) Gary A. Loer, President

May 5, 2021  
 \_\_\_\_\_  
 (date)

STATE OF FLORIDA

COUNTY OF SARASOTA

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Gary A. Loer, President who, after first being sworn by me, affixed his/her  
 (name of individual signing)

signature in the space provided above on this 5th day of May, 2021.

My commission expires: March 1, 2025

  
 \_\_\_\_\_  
 NOTARY PUBLIC Coleen Castagna





**CITY OF KEY WEST INDEMNIFICATION FORM**

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees \*(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: D.L. Porter Constructors, Inc.

SEAL:

Address

Signature

Gary A. Loer

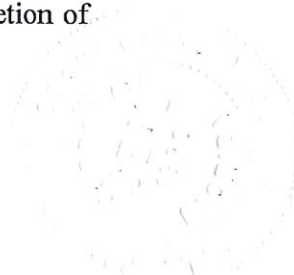
Print Name

President

Title

DATE:

May 5, 2021



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA )

: SS

COUNTY OF SARASOTA )

I, the undersigned hereby duly sworn, depose and say that the firm of \_\_\_\_\_

**D.L. Porter Constructors, Inc.**

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: \_\_\_\_\_

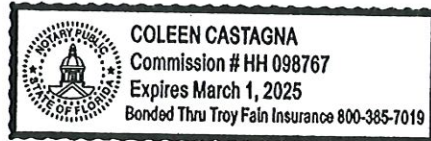
*Gary A. Loe*  
Gary A. Loe

Sworn and subscribed before me this 5th day of May 20 21.

NOTARY PUBLIC, State of Florida at Large

*Coleen Castagna*  
\_\_\_\_\_  
Coleen Castagna

My Commission Expires: **March 1, 2025**



\* \* \* \* \*

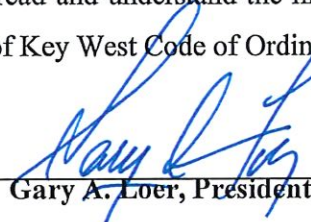
**CONE OF SILENCE AFFIDAVIT**

STATE OF FLORIDA )

: SS

COUNTY OF SARASOTA )

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of D.L. Porter Constructors, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By:   
Gary A. Loer, President

Sworn and subscribed before me this  
5th day of May, 2021.

  
Coleen Castagna

NOTARY PUBLIC, State of FLORIDA at Large

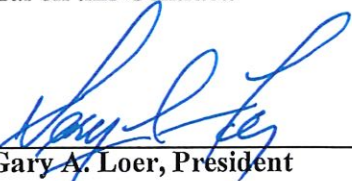
My Commission Expires: March 1, 2025



NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA         )  
  :  
SS COUNTY OF SARASOTA     )

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By:   
Gary A. Loer, President

Sworn and subscribed before me this

5th day of May, 2021



NOTARY PUBLIC, State of Florida at Large  
Coleen Castagna



My Commission Expires: March 1, 2025

**LOCAL VENDOR CERTIFICATION  
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - Not a local vendor pursuant to Code of Ordinances Section 2-798
  - Qualifies as a local vendor pursuant to Code of Ordinances Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name **D.L. Porter Constructors, Inc.** Phone: **(305) 293-2931 (Key West Office)**  
**(941) 929-9400 (Sarasota Office)**


Current Local Address: Fax: **(941) 929-9500**  
(P.O. Box numbers may not be used to establish status)

Length of time at this address **2 years**

  
Signature of Authorized Representative **Gary A. Loer, President** May 5, 2021  
Date

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 5th day of May, 2021.  
By Gary A. Loer, President, of D.L. Porter Constructors, Inc.  
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)  
or ~~Not Publicly~~ Personally Known ~~as a~~  
(type of identification)

  
Signature of Notary  
**Coleen Castagna**  
Print, Type or Stamp Name of Notary  
**Controller/Corp Secretary**  
Title or Rank

Return Completed form with  
Supporting documents to:  
City of Key West Purchasing



## BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and Proper completion and submission of his bid.)

1. All Contract Documents thoroughly read and understood
2. All blank spaces in Bid filled in black ink.
3. Total and unit Prices added correctly.
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Bid.
6. Experience record included.
7. Bid signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney, dated the same date as Bid Bond.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification   
Equal Benefits for Domestic Partners Affidavit; Local Vendor Certification;  
Non-Collusion Affidavit; Proof of Required Insurance

\* \* \* \* \*



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD  
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: CGCA51066

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

**2020 / 2021  
MONROE COUNTY BUSINESS TAX RECEIPT  
EXPIRES SEPTEMBER 30, 2021**

Business Name: D L PORTER CONSTRUCTORS INC

RECEIPT# 30140-60602

Owner Name: GARY A LOER  
Mailing Address: 6574 PALMER PARK CIR  
SARASOTA, FL 34238

Business Location: 1805 STAPLES AVE 103  
KEY WEST, FL 33040  
Business Phone: 941-929-9400  
Business Type: CONTRACTOR (CERTIFIED GENERAL)

Employees 20

STATE LICENSE: CGCA51066

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
50.00	0.00	50.00	0.00	0.00	0.00	50.00

Paid 102-19-00006208 07/15/2020 50.00

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

**Danise D. Henriquez, CFC, Tax Collector**  
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.  
YOU MUST MEET ALL  
COUNTY AND/OR  
MUNICIPALITY PLANNING  
AND ZONING REQUIREMENTS.

**MONROE COUNTY BUSINESS TAX RECEIPT**  
P.O. Box 1129, Key West, FL 33041-1129  
EXPIRES SEPTEMBER 30, 2021

Business Name: D L PORTER CONSTRUCTORS INC

RECEIPT# 30140-60602

Owner Name: GARY A LOER  
Mailing Address: 6574 PALMER PARK CIR  
SARASOTA, FL 34238

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50.00	0.00	50.00	0.00	0.00	0.00	50.00

Paid 102-19-00006208 07/15/2020 50.00



# CITY OF KEY WEST, FLORIDA

## Business Tax Receipt

This Document is a business tax receipt  
Holder must meet all City zoning and use provisions.  
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name      D L PORTER CONSTRUCTORS INC  
Location Addr      1805 STAPLES AVE 103  
Lic NBR/Class      LIC2019-      CONTRACTOR DBPR STATE CERTIFIED  
                                 000387  
Issued Date      7/16/2020      Expiration Date:      September 30, 2021

GENERAL CONTRACTOR

Comments:

Restrictions:      CGCA51066 (08/31/2020)

D L PORTER CONSTRUCTORS INC  
C/O GARY LOER  
6574 PALMER PARK CIRCLE  
SARASOTA , FL 33040

This document must be prominently displayed.

GARY LOER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/31/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

Table with 2 main columns: PRODUCER (Marsh & McLennan (CLW)) and CONTACT INFORMATION (PHONE: 727 447-6481, FAX: 727 449-1267, E-MAIL ADDRESS: certificates@bouchardinsurance.com). Includes a table of INSURER(S) AFFORDING COVERAGE with NAIC #.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table listing insurance coverages (A, B, C, D) with columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS. Includes details for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is additional insured as respects General Liability, Auto and Umbrella only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.

Coverage is primary as respects to General Liability and non-contributory as subject to the terms, conditions and exclusions of your policy. (See Attached Descriptions)

Table with 2 columns: CERTIFICATE HOLDER (CITY OF KEY WEST) and CANCELLATION (SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE signature).

## DESCRIPTIONS (Continued from Page 1)

Waiver of subrogation applies in favor of certificate holder as respects General Liability, Auto, Umbrella and Workers Compensation only if required by written contract, and subject to the terms, conditions and exclusions as specified in the policy.

Umbrella follows form.

Proprietors/Partners/Executive Officers/Members Excluded:  
Gary Loer, President

30 DAY NOTICE OF CANCELLATION

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**PART 2**

**CONTRACT FORMS**

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**CONTRACT AGREEMENT**

This Contract, made and entered into \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Key West, hereinafter called the "Owner", and \_\_\_\_\_, hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for **ITB #21-003 CONCH REPUBLIC ROOF/ WALL REPLACEMENT – KEY WEST HISTORIC SEAPORT**

Key West, Florida to the extent of the Bid made by the Contractor, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the BID FORM, the CONTRACT FORMS, DRAWINGS and/or SUPPLEMENTAL INFORMATION (if any), are hereby referred to and by reference made part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within sixty (60) calendar days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid. **All work shall be completed in August/ September 2021**

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the dates specified in the paragraphs above, plus any extensions thereof allowed, in accordance with Article 58 of the General Conditions.

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$1,000.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractors warranty obligations remain in affect.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

\_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_.

**CITY OF KEY WEST**

By \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

**CONTRACTOR**

By \_\_\_\_\_

Printed \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Attorney for Owner

\* \* \* \* \*

**FLORIDA PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that in accordance with Florida Statutes Section 255.05 \_\_\_\_\_

with offices at \_\_\_\_\_

hereinafter called the CONTRACTOR (Principal), and

\_\_\_\_\_ with offices at \_\_\_\_\_

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto the **CITY OF KEY WEST**, hereinafter called the CITY (Obligee), in the sum of:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),

lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:**

**WHEREAS**, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the CITY, dated \_\_\_\_\_, 20\_\_, to furnish at his own cost, charges, and expense all the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the Contract Documents as defined therein, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein;

**NOW THEREFORE**, the conditions of this obligation are such that if the above bounden CONTRACTOR:

1. Shall in all respects comply with the terms and conditions of said Contract and his obligation there under, including the Contract Documents (which include the scope of work and conditions as prepared by the CITY, invitation to bid, instructions to bidders, the CONTRACTOR'S bid as accepted by the above CITY, the bid and contract performance and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays CITY all losses, costs, expenses, damages, attorney's fees, including appellate proceedings, injury or loss of whatever kind and however arising including, without limitation, delay damages to which said CITY may be subject by reason of any wrongdoing, misconduct, want of care or skill, negligence, failure of performance, breach, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, his agents or employees, in the execution or performance of said Contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this obligation shall be void; otherwise, to remain in full force and effect for the term of said Contract.

AND, the said Surety for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract Documents, or to the work to be performed, or materials to be furnished there under shall affect said obligation of said Surety on this Bond, and the said Surety does hereby waive notice of any such changes, extension of time, alterations, or additions of the terms of the Contract Documents, or to the work.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

IN WITNESS WHEREOF, the above parties bonded together have executed this instrument

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**CONTRACTOR**

By: \_\_\_\_\_

(SEAL)

ATTEST

**SURETY**

By: \_\_\_\_\_

(SEAL)

ATTEST



**FLORIDA PAYMENT BOND**

BOND NO. \_\_\_\_\_

AMOUNT: \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that in accordance with Florida Statutes Section 255.05, \_\_\_\_\_

with offices at \_\_\_\_\_ hereinafter called the CONTRACTOR, (Principal), and \_\_\_\_\_

with offices at \_\_\_\_\_ a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_

\_\_\_\_\_, hereinafter called the SURETY, and authorized to transact business within the State of Florida, as SURETY, are held and firmly bound unto CITY OF KEY WEST, hereinafter called the City (Obligee), in the sum of:

\_\_\_\_\_ DOLLARS( \_\_\_\_\_), lawful money of the United States of America, for the payment of which, well and truly be made to the CITY, and the CONTRACTOR and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:**

**WHEREAS**, the CONTRACTOR has executed and entered into a certain Contract for

**ITB #21-003 CONCH REPUBLIC ROOF/ WALL REPLACEMENT – KEY WEST HISTORIC SEAPORT** attached hereto, with

the CITY, dated \_\_\_\_\_, 20\_\_, to furnish at his own cost, charges, and expense the necessary materials, equipment, and/or labor in strict and express accordance with said Contract and the plans, drawings (if any), and specifications prepared by the CITY, all of which is made a part of said Contract by certain terms and conditions in said Contract more particularly mentioned, which Contract, consisting of the various Contract Documents specifically mentioned herein and relative hereto, is made a part of this Bond as fully and completely as if said Contract Documents were set forth herein.

**NOW THEREFORE**, the conditions of this obligation are such that if the above bounden CONTRACTOR shall in all respects comply with the terms and conditions of said Contract and

his obligation thereunder, including the Contract Documents, which include Scope of work and conditions prepared by the CITY, invitation to bid, instructions to bidders, the

CONTRACTOR'S bid as accepted by the CITY, the bid and contract and payment bonds (Not required as part of this contract), and all addenda, if any, issued prior to the opening of bids), and further that if said CONTRACTOR shall promptly make payments to all persons supplying materials, equipment, and/or labor, used directly or indirectly by said CONTRACTOR or subcontractors in the prosecution of the work for said contract in accordance with Florida Statutes, Section 255.05 or Section 713.23, then this obligation shall be void; otherwise to remain in full force and effect for the term of said contract, including and all guarantee periods as specifically mentioned in said Contract Documents.

AND, the said SURETY for value received, hereby stipulates and agrees that no change involving any extension of time, or addition to the terms of the Contract or to the work to be performed, or materials to be furnished thereunder, or in the Contract Documents and specifications accompanying the said contract shall affect said obligation of said SURETY on this Bond, and the said SURETY does hereby waive notice of any such changes, extension of time, alternations, or additions of the terms of the Contract, or to the work, to the Contract Documents, or to the specifications.

Claimant shall give written notice to the CONTRACTOR and the SURETY as required by Section 255.05 or Section 713.23, Florida Statutes. Any action instituted against the CONTRACTOR or SURETY under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2) or Section 713.23, Florida Statutes.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**CONTRACTOR**

By: \_\_\_\_\_

(SEAL)

ATTEST

**SURETY**

By: \_\_\_\_\_

(SEAL)

ATTEST

**LICENSE REQUIREMENT AND COST**

License required for this Project. Contractor must be general contractor or building contractor.

Cost Not To Exceed \$410.00.

**CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT**

A City of Key West Business License Tax Receipt is required for this project. Contractor must be general contractor, building contractor or engineering contractor. Cost not to exceed \$410.00.

City of Key West Business License Tax Receipt may be found on the city website.

<http://www.keywestcity.com/egov/docs/1162843921181.htm>

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**PART 3**

**ENGINEERED DRAWINGS**

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